

Filing # 77515205 E-Filed 09/06/2018 12:09:54 PM

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

JORGE DOUGLAS MIRANDA ROMERO, CIRCUIT CIVIL DIVISION
as Personal Representative of the ESTATE
OF ONYSTEI CASTILLO-LOPEZ, Individually, CASE NO:
and as Surviving Spouse and Natural Parent and
Guardian of CECILIA MIRANDA CASTILLO,
and JORGE JASON MIRANDA, minor children,

Plaintiffs,

v.,

BERTO LOPEZ, M.D., BERTO LOPEZ, M.D.,
P.A., ALFRED TOMASELLI, III, D.O., ALFRED
TOMASELLI, III, D.O., P.A., REYNOLD
DUCLAS, M.D., COLIN G. BROWN, M.D.,
COLIN G. BROWN, M.D., P.A., SHERIDAN
HEALTHCORP, INC., TANVIR U. SALAM,
M.D., and NUVIEW HEALTH, LLC,

Defendants.

PLAINTIFFS' COMPLAINT AND DEMAND FOR JURY TRIAL

PLAINTIFFS, JORGE DOUGLAS MIRANDA ROMERO, as Personal Representative
of the ESTATE OF ONYSTEI CASTILLO-LOPEZ, Individually, and as Surviving Spouse and
Natural Parent and Guardian of CECILIA MIRANDA CASTILLO and JORGE JASON
MIRANDA, minor children, sue BERTO LOPEZ, M.D., BERTO LOPEZ, M.D., P.A., ALFRED
TOMASELLI, III, D.O., ALFRED TOMASELLI, III, D.O., P.A., REYNOLD DUCLAS, M.D.,
COLIN G. BROWN, M.D., COLIN G. BROWN, M.D., P.A., SHERIDAN HEALTHCORP,
INC., TANVIR U. SALAM, M.D., and NUVIEW HEALTH, LLC, and alleges:



JURISDICTIONAL STATEMENT AND IDENTIFICATION OF PARTIES

1. This is an action for damages in excess of this Court's minimum jurisdictional limits, exclusive of interest and costs.
2. Venue is proper in Palm Beach County because multiple defendants reside in and all causes of action accrued in Palm Beach County.
3. Jorge Douglas Miranda Romero is the duly appointed Personal Representative of the Estate of Onystei Castillo-Lopez.
4. Jorge Douglas Miranda Romero was married to Onystei Castillo-Lopez at all material times and is the surviving spouse of Onystei Castillo-Lopez under Florida's Wrongful Death Act.
5. Priscilla Cecilia Miranda Castillo and Jorge Jason Miranda are the surviving minor children of Onystei Castillo-Lopez under Florida's Wrongful Death Act.
6. At all material times, Defendant Berto Lopez, M.D. was an obstetrician/gynecologist with a principal place of business at 1501 Presidential Way, Suite 21, West Palm Beach, Florida 33401.
7. At all material times, Defendant Berto Lopez, M.D., P.A. was a professional association with a principal place of business at 1501 Presidential Way, Suite 21, West Palm Beach, Florida 33401.
8. At all material times, Defendant Alfred Tomaselli, D.O. was an obstetrician/gynecologist with a principal place of business at 2151 45th Street, Suite 301, West Palm Beach, Florida 33407.

9. At all material times, Defendant Alfred Tomaselli, D.O., P.A. was a professional association with a principal place of business at 2151 45th Street, Suite 301, West Palm Beach, Florida 33407.

10. At all material times, Defendant Reynold Duclas, M.D. was an anesthesiologist with a principal place of business at 1309 North Flagler Drive, West Palm Beach, Florida 33401.

11. At all material times, Defendant Colin G. Brown, M.D. was an anesthesiologist with a principal place of business at 2903 Bellarosa Circle, Royal Palm Beach, Florida 33411.

12. At all material times, Defendant Colin G. Brown, M.D., P.A. was a professional association with a principal place of business at 2903 Bellarosa Circle, Royal Palm Beach, Florida 33411.

13. At all material times, Defendant Sheridan Healthcorp, Inc. was a for-profit corporation with a principal place of business at 1613 North Harrison Parkway, Suite 200, Sunrise, Florida 33323.

14. At all material times, Defendant Tanvir Salam, M.D. was an intensivist with a principal place of business at 1825 N.W. Corporate Boulevard, Suite 105, Boca Raton, Florida 33431.

15. At all material times, Defendant NuView Health, LLC was a for-profit limited liability company with a principal place of business at 1825 N.W. Corporate Boulevard, Suite 105, Boca Raton, Florida 33431.

**COMPLIANCE WITH CONDITIONS PRECEDENT
AND FLORIDA STATUTE SECTION 766.106(2) AND 768.28(6)**

16. Notice of intention to initiate litigation against the Defendants was given and acknowledged in accordance with the requirements of Florida Statutes, Section 766.106(2). There has been full and complete compliance by Plaintiffs with respect to presuit notice and all requirements of Fla. Stat. Chapter 766, precedent to the causes of action pled herein. The Plaintiffs have complied with the requirements of the Agency for Healthcare Administration, Department of Health. A copy of the Complaint will be provided at the time the Complaint is filed. All conditions precedent to Fla. Stat. 768.28 have been satisfied. Accounting for the timely filed petition to extend, this action has been properly brought within two years of when the alleged negligent incident occurred, or within two years from the date the alleged negligent incident could have been discovered with the exercise of due diligence, and not later than four years from when the incident occurred. Any and all conditions precedent to the filing of this lawsuit have been complied with or have been waived.

CERTIFICATE OF COUNSEL

17. Through counsel's signature below, it is hereby certified, pursuant to Florida Statute section 766.203, that counsel for the Plaintiffs, before filing this action, made a reasonable investigation as permitted by the circumstances to determine that there are grounds for a good faith belief that there was negligence in the care and treatment of Onystei Castillo-Lopez. Such reasonable investigation has given rise to a good faith belief that grounds exist for an action against the named Defendants.

FACTS GIVING RISE TO THE CAUSES OF ACTION

18. Onystei Castillo-Lopez, a 40 year old woman, had been under the care of Dr. Berto Lopez, OB, for prenatal care.

19. She was admitted to Dr. Lopez's care at Good Samaritan Medical Center on July 24, 2017 for induction and delivery of her second child at 39 weeks 4 days gestational age.

20. Her labor was augmented by Oxytocin. On July 25, 2017 at 10:25 am Dr. Lopez attempted to artificially rupture the amniotic sac with an amniotic hook, but was unable to artificially rupture the membranes due to clots in Ms. Castillo-Lopez' cervix.

21. Ms. Castillo-Lopez's male baby was delivered via spontaneous vaginal delivery on July 25, 2017 at 8:03 pm, and the placenta was delivered at 8:05 pm.

22. Dr. Lopez noted after delivery that the patient had "multiple cervical lacerations and a second degree perineal laceration" likely caused by his attempts at rupturing Mrs. Castillo-Lopez' membranes with an amniotic hook.

23. Ms. Castillo-Lopez received IV Oxytocin after delivery and Hemabate 250 mcg IM at 8:09 pm.

24. While Dr. Lopez was attempting to repair the cervical lacerations, Ms. Castillo-Lopez developed more significant bleeding which continued unabated. Ongoing and worsening postpartum hemorrhage, uterine atony and deteriorating patient condition were not recognized and managed with interventions in a timely manner, resulting in hemorrhagic shock.

25. At 9:15 pm a STAT CBC was ordered which showed a drop in Hemoglobin from 10.3 on admission to 7.3. Misoprostol was administered, and Ms. Castillo-Lopez's blood pressure was now 55/27 and her heart rate was 136 beats per minute.

26. A Rapid Response team was called at 9:25 pm, and Dr. Reynold Duclas, an anesthesiologist, was notified to come assess the patient's vital signs.

27. Dr. Berto Lopez made the decision to take Ms. Castillo-Lopez to the Operating Room to perform a total abdominal hysterectomy.

28. Dr. Alfred Tomaselli, DO, OB, was notified to directly supervise the surgery as Dr. Lopez was under Reprimand by the Florida Department of Health which did not permit him to perform surgery without a board-certified OB present.

29. At 9:30 pm, a second IV line was placed by Dr. Duclas and blood products were ordered. Ms. Castillo-Lopez was taken to the Operating Room at 9:38 pm.

30. On arrival in the Operating Room, Ms. Castillo-Lopez was in extremis with "blood gushing from the vaginal canal". Surgery began at 10:01 pm, but it wasn't until 10:15 pm that her first vital signs were evident.

31. A second anesthesiologist, Dr. Colin Brown, was assisting Dr. Duclas, as well.

32. Dr. Lopez decided intraoperatively to perform a supracervical hysterectomy instead of the intended and consented total abdominal hysterectomy.

33. Ms. Castillo-Lopez was transfused with 4 units of Packed Red Blood Cells, 4 units of fresh frozen plasma, 3500 ml. of crystalloids, but no platelets were administered. Neither Dr. Brown or Dr. Duclas ordered the required infusion of blood products required by hospital protocol, did not send the patient's blood from the OR for laboratory studies, did not insert an arterial line or central venous line in the OR knowing the ICU did not have intensivists on site, nor did they call Dr. Tomaselli to return to the OR to deal with the ongoing internal bleeding suffered by Ms. Castillo-Lopez.

34. Postoperatively at 11:20 pm, prior to leaving the Operating Room, nurses observed bright red blood flow oozing from Ms. Castillo-Lopez' incision and informed Dr. Duclas, who then notified Dr. Lopez.

35. Following Dr. Lopez's observation of this finding, he ordered a pressure dressing, abdominal binder and ice to the perineum. He did not re-operate to control the ongoing bleeding. Nurses documented that Dr. Lopez left the Operating Room and was proceeding out of the unit to leave the hospital soon thereafter.

36. Ms. Castillo-Lopez arrived in the ICU at 12:00 am on July 26, 2017. She was seen by intensivist, Dr. Tanvir Salam, remotely on NuView. Dr. Salam was physically located in Northern Florida while appearing via telemedicine in the ICU.

37. The first labs in the ICU were obtained on July 26, 2017 at 1:20 am, and results were not noted in the record until 2:23 am. The intensive care nurse was on the phone with Dr. Salam relaying these lab value results during the time that a Code Blue was being called on Ms. Castillo-Lopez at 3:00 am.

38. During the Code, 2 units of Packed Red Blood Cells were administered, and an intraosseous line was placed. At no point prior to the Code during Dr. Salam's care starting at 12:00 am did he order any blood products to be transfused, any laboratory tests to determine the ongoing nature or severity of the bleeding nor did he arrange for insertion of a large bore peripheral or central venous line for rapid infusion of blood products.

39. Ms. Castillo-Lopez expired at 3:55 am.

40. According to the autopsy report, she died as a result of complications of hemorrhagic shock with multi-organ failure and DIC due to postpartum hemorrhage due to uterine atony.

41. As a direct and proximate result of the Defendants' negligence as set forth more particularly below, Onystei Castillo-Lopez wrongfully died and the Plaintiffs have sustained the damages, injuries, and losses set forth below.

COUNT I

CLAIM AGAINST DEFENDANT
BERTO LOPEZ, M.D.

MEDICAL MALPRACTICE

42. The Plaintiff adopts and realleges paragraphs 1 through 41 and further alleges:

43. Defendant Berto Lopez, M.D. was a health care provider who had and undertook the duty to provide Onystei Castillo-Lopez with medical care and treatment in accordance with the accepted standard of care for similar health care providers under the same or similar circumstances.

44. Notwithstanding the duties undertaken, Defendant Berto Lopez, M.D. breached these duties in each of the following ways:

- a. Failing to timely recognize and treat Ms. Castillo-Lopez' postpartum hemorrhage while she was in the Labor and Delivery Room;
- b. Failing to follow hospital policies and procedures in response to postpartum hemorrhage while Ms. Castillo-Lopez was in the Labor and Delivery Room;
- c. Failing to timely recognize Ms. Castillo-Lopez' hemorrhagic shock and order the appropriate laboratory studies including a coagulation profile;

- d. Failing to timely recognize and treat Ms. Castillo-Lopez' hemorrhagic shock with a second intravenous line for fluids, and initiate the massive transfusion protocol with packed red blood cells, fresh frozen plasma and platelets while Ms. Castillo-Lopez was in the Labor and Delivery Room;
- e. Failing to call in the Rapid Response team approximately 30 minutes sooner than actually notified constituting a significant delay in recognition and treatment of this postpartum hemorrhage and shock;
- f. Failing to timely decide to transfer Ms. Castillo-Lopez to the operating room for a total abdominal hysterectomy;
- g. Failing to perform the consented total abdominal hysterectomy instead of the supracervical hysterectomy;
- h. Failing to re-explore Ms. Castillo-Lopez operative wound to complete the hysterectomy after being advised of the lack of hemostasis postoperatively.

45. As a direct and proximate result of the negligence of Defendant Berto Lopez, M.D., Onystei Castillo-Lopez wrongfully died and the Plaintiffs have sustained the damages, injuries, and losses as more particularly set forth below.

COUNT II

CLAIM AGAINST DEFENDANT BERTO LOPEZ, M.D., P.A.

**VICARIOUS LIABILITY BASED UPON ACTUAL AGENCY
OF BERTO LOPEZ, M.D.**

46. The Plaintiff adopts and realleges paragraphs 1 through 45 and further alleges:
47. Defendant Berto Lopez, M.D. was the actual agent, servant, or employee of Defendant Berto Lopez, M.D., P.A. because he was acting within the course and scope of his actual agency at the time of the incident.
48. Defendant Lopez, a obstetrical physician, acted on behalf of Defendant Berto Lopez, M.D., P.A. at the time of the incident.

49. Defendant Berto Lopez, M.D., P.A. controlled Defendant Lopez' actions with respect to providing medical care.

50. Alternatively, Defendant Berto Lopez, M.D., P.A. had the right to control Defendant Lopez' actions with respect to the provision of medical care.

51. Berto Lopez, M.D., P.A. was responsible for the negligence of Defendant Lopez because his negligence occurred while Defendant Lopez was performing services that he was employed to perform or while he was acting at least in part because of his desire to provide such services to Defendant Berto Lopez, M.D., P.A., and was doing something that was reasonably incidental to his duties for Berto Lopez, M.D., P.A..

52. Defendant Lopez and Defendant Berto Lopez, M.D., P.A. accepted and acknowledged the agency relationship between them.

53. Defendant Lopez was performing an essential function for Defendant Berto Lopez, M.D., P.A., which undertook to provide obstetrical services to patients such as Mrs. Castillo-Lopez.

54. Defendant Berto Lopez, M.D., P.A. exercised control over the working hours, payment, quality of medical care, and/or scheduling of the provision of such services by Defendant Lopez.

55. Thus, Defendant Berto Lopez, M.D., P.A. is liable for the negligent services of Defendant, Dr. Lopez, as set forth in Count I.

COUNT III

CLAIM AGAINST DEFENDANT ALFRED TOMASELLI, D.O.

MEDICAL MALPRACTICE

56. The Plaintiff adopts and realleges paragraphs 1 through 41 and further alleges:

57. Defendant Alfred Tomaselli, D.O., was a health care provider who had and undertook the duty to provide Onystei Castillo-Lopez with medical care and treatment in accordance with the accepted standard of care for similar health care providers under the same or similar circumstances.

58. Notwithstanding the duties undertaken, Defendant Alfred Tomaselli, D.O. breached these duties in each of the following ways:

- a. Failing to timely recognize and treat Ms. Castillo-Lopez' hemorrhagic shock with a second intravenous line for fluids, and initiate the massive transfusion protocol with packed red blood cells, fresh frozen plasma, and platelets;
- b. Failing to perform the consented total abdominal hysterectomy instead of the supracervical hysterectomy;
- c. Failing to re-explore Ms. Castillo-Lopez operative wound to complete the hysterectomy after being advised of the lack of hemostasis postoperatively.

59. As a direct and proximate result of the negligence of Defendant Alfred Tomaselli, D.O., Onystei Castillo-Lopez wrongfully died and the Plaintiffs have sustained the damages, injuries, and losses as more particularly set forth below.

COUNT IV.

CLAIM AGAINST DEFENDANT ALFRED TOMASELLI, D.O., P.A.

VICARIOUS LIABILITY BASED UPON ACTUAL AGENCY
OF ALFRED TOMASELLI, D.O.

60. The Plaintiff adopts and realleges paragraphs 1 through 41, and 56 through 59 and further alleges:

61. Defendant Alfred Tomaselli, D.O. was the actual agent, servant, or employee of Defendant Alfred Tomaselli, D.O., P.A. because he was acting within the course and scope of his actual agency at the time of the incident.

62. Defendant Tomaselli, a obstetrical physician, acted on behalf of Defendant Alfred Tomaselli, D.O., P.A. at the time of the incident.

63. Defendant Alfred Tomaselli, D.O., P.A. controlled Defendant Tomaselli's actions with respect to providing medical care.

64. Alternatively, Defendant Alfred Tomaselli, D.O., P.A. had the right to control Defendant Tomaselli's actions with respect to the provision of medical care.

65. Alfred Tomaselli, D.O., P.A. was responsible for the negligence of Defendant Tomaselli because his negligence occurred while Defendant Tomaselli was performing services that he was employed to perform or while he was acting at least in part because of his desire to provide such services to Defendant Alfred Tomaselli, D.O., P.A., and was doing something that was reasonably incidental to his duties for Alfred Tomaselli, D.O., P.A..

66. Defendant Tomaselli and Defendant Alfred Tomaselli, D.O., P.A. accepted and acknowledged the agency relationship between them.

67. Defendant Tomaselli was performing an essential function for Defendant Alfred Tomaselli, D.O., P.A., which undertook to provide obstetrical services to patients such as Mrs. Castillo-Lopez.

68. Defendant Alfred Tomaselli, D.O., P.A. exercised control over the working hours, payment, quality of medical care, and/or scheduling of the provision of such services by Defendant Tomaselli.

69. Thus, Defendant Alfred Tomaselli, D.O., P.A. is liable for the negligent services of Defendant, Dr. Tomaselli, as set forth in Count III.

COUNT V

CLAIM AGAINST DEFENDANT REYNOLD DUCLAS, M.D.

MEDICAL MALPRACTICE

70. The Plaintiff adopts and realleges paragraphs 1 through 41 and further alleges:

71. Defendant Reynold Duclas, M.D., was a health care provider who had and undertook the duty to provide Onystei Castillo-Lopez with medical care and treatment in accordance with the accepted standard of care for similar health care providers under the same or similar circumstances.

72. Notwithstanding the duties undertaken, Defendant Reynold Duclas, M.D. breached these duties in each of the following ways:

- a. Failing to order the massive transfusion protocol and to transfuse platelets while in the Operating Room, or upon admission to the ICU;
- b. Failing to send blood from the Operating Room for laboratory studies including hematology and coagulation profile, upon completion of surgery;
- c. Failing to timely insert an arterial line and central venous line in the Operating Room, or upon admission to the ICU with knowledge that the ICU intensivist was present only by NuView;
- d. Failing to call Dr. Alfred Tomaselli to return to the Operating Room regarding his ongoing concerns for internal bleeding, as he had done with Dr. Berto Lopez.

73. As a direct and proximate result of the negligence of Defendant Reynold Duclas, M.D., Onystei Castillo-Lopez wrongfully died and the Plaintiffs have sustained the damages, injuries, and losses as more particularly set forth below.

COUNT VI

CLAIM AGAINST DEFENDANT SHERIDAN HEALTHCORP, INC.

**VICARIOUS LIABILITY BASED UPON ACTUAL AGENCY
OF REYNOLD DUCLAS, M.D.**

74. The Plaintiff adopts and realleges paragraphs 1 through 41, and 70 through 73 and further alleges:

75. Defendant Reynold Duclas, M.D. was the actual agent, servant, or employee of Defendant Sheridan Healthcorp, Inc. because he was acting within the course and scope of his actual agency at the time of the incident.

76. Defendant Duclas, an anesthesiologist, acted on behalf of Defendant Sheridan Healthcorp, Inc. at the time of the incident.

77. Defendant Sheridan Healthcorp, Inc. controlled Defendant Duclas' actions with respect to providing medical care.

78. Alternatively, Defendant Sheridan Healthcorp, Inc. had the right to control Defendant Duclas' actions with respect to the provision of medical care.

79. Sheridan Healthcorp, Inc. was responsible for the negligence of Defendant Duclas because his negligence occurred while Defendant Duclas was performing services that he was employed to perform or while he was acting at least in part because of his desire to provide such services to Defendant Sheridan Healthcorp, Inc., and was doing something that was reasonably incidental to his duties for Sheridan Healthcorp, Inc.

80. Defendant Duclas and Defendant Sheridan Healthcorp, Inc. accepted and acknowledged the agency relationship between them.

81. Defendant Duclas was performing an essential function for Defendant Sheridan Healthcorp, Inc., which undertook to provide obstetrical services to patients such as Mrs. Castillo-Lopez.

82. Defendant Sheridan Healthcorp, Inc. exercised control over the working hours, payment, quality of medical care, and/or scheduling of the provision of such services by Defendant Duclas.

83. Thus, Defendant Sheridan Healthcorp, Inc. is liable for the negligent services of Defendant, Dr. Duclas, as set forth in Count V.

COUNT VII

CLAIM AGAINST DEFENDANT SHERIDAN HEALTHCORP, INC.

**VICARIOUS LIABILITY BASED ON APPARENT AGENCY FOR MEDICAL
MALPRACTICE OF REYNOLD DUCLAS, M.D.**

84. The Plaintiff adopts and realleges paragraphs 1 through 41, 70 through 73 and further alleges:

85. Defendant Reynold Duclas, M.D. was the apparent agent of Defendant, Sheridan Healthcorp, Inc. which is responsible for him even if Defendant, Sheridan Healthcorp, Inc. had no actual control or right of control over him.

86. Defendant, Sheridan Healthcorp, Inc. is responsible for the negligence of Reynold Duclas, M.D. as its apparent agent or employee because Reynold Duclas, M.D. was acting within the scope of his apparent authority at the time and place of the incident complained of.

87. Defendant, Sheridan Healthcorp, Inc., by its words or conduct, made affirmative representations and created the appearance that Defendant Reynold Duclas, M.D. was the agent

of Defendant, Sheridan Healthcorp, Inc. and had authority to act for Defendant, Sheridan Healthcorp, Inc.

88. Onystei Castillo-Lopez justifiably relied upon those affirmative representations in dealing with Defendant Sheridan Healthcorp, Inc., that Reynold Duclas, M.D. was an agent of Defendant Sheridan Healthcorp, Inc., and that Defendant Sheridan Healthcorp, Inc. would be responsible for the negligence which occurred while Reynold Duclas, M.D. was acting within the scope of his apparent authority to provide healthcare on behalf of Defendant, Sheridan Healthcorp, Inc.

89. Onystei Castillo-Lopez changed her position in relation to her health care in reliance on the representations by Defendant Sheridan Healthcorp, Inc.

90. Therefore, Sheridan Healthcorp, Inc. is vicariously liable for the negligence of Reynold Duclas, M.D., as alleged in Count V.

COUNT VIII:

CLAIM AGAINST DEFENDANT COLIN G. BROWN, M.D.

MEDICAL MALPRACTICE

91. The Plaintiff adopts and realleges paragraphs 1 through 41 and further alleges:

92. Defendant Colin G. Brown, M.D., was a health care provider who had and undertook the duty to provide Onystei Castillo-Lopez with medical care and treatment in accordance with the accepted standard of care for similar health care providers under the same or similar circumstances.

93. Notwithstanding the duties undertaken, Defendant Colin G. Brown, M.D. breached these duties in each of the following ways:

- e. Failing to order the massive transfusion protocol and to transfuse platelets while in the Operating Room, or upon admission to the ICU;
- f. Failing to send blood from the Operating Room for laboratory studies including hematology and coagulation profile, upon completion of surgery;
- g. Failing to timely insert an arterial line and central venous line in the Operating Room, or upon admission to the ICU with knowledge that the ICU intensivist was present only by NuView;
- h. Failing to call Dr. Alfred Tomaselli to return to the Operating Room regarding his ongoing concerns for internal bleeding, as he had done with Dr. Berto Lopez.

94. As a direct and proximate result of the negligence of Defendant Colin G. Brown, M.D., Onystei Castillo-Lopez wrongfully died and the Plaintiffs have sustained the damages, injuries, and losses as more particularly set forth below.

COUNT IX

CLAIM AGAINST DEFENDANT COLIN G. BROWN, M.D., P.A.

**VICARIOUS LIABILITY BASED UPON ACTUAL AGENCY
OF COLIN G. BROWN, M.D.**

95. The Plaintiff adopts and realleges paragraphs 1 through 41, and 91 through 94 and further alleges:

96. Defendant Colin G. Brown, M.D. was the actual agent, servant, or employee of Defendant Colin G. Brown, M.D., P.A. because he was acting within the course and scope of his actual agency at the time of the incident.

97. Defendant Brown, an anesthesiologist, acted on behalf of Defendant Colin G. Brown, M.D., P.A. at the time of the incident.

98. Defendant Colin G. Brown, M.D., P.A. controlled Defendant Brown's actions with respect to providing medical care.

99. Alternatively, Defendant Colin G. Brown, M.D., P.A. had the right to control Defendant Brown's actions with respect to the provision of medical care.

100. Colin G. Brown, M.D., P.A. was responsible for the negligence of Defendant Brown because his negligence occurred while Defendant Brown was performing services that he was employed to perform or while he was acting at least in part because of his desire to provide such services to Defendant Colin G. Brown, M.D., P.A., and was doing something that was reasonably incidental to his duties for Colin G. Brown, M.D., P.A..

101. Defendant Brown and Defendant Colin G. Brown, M.D., P.A. accepted and acknowledged the agency relationship between them.

102. Defendant Brown was performing an essential function for Defendant Colin G. Brown, M.D., P.A., which undertook to provide obstetrical services to patients such as Mrs. Castillo-Lopez.

103. Defendant Colin G. Brown, M.D., P.A. exercised control over the working hours, payment, quality of medical care, and/or scheduling of the provision of such services by Defendant Brown.

104. Thus, Defendant Colin G. Brown, M.D., P.A. is liable for the negligent services of Defendant, Dr. Brown, as set forth in Count VIII.

COUNT X

CLAIM AGAINST DEFENDANT SHERIDAN HEALTHCORP, INC.

**VICARIOUS LIABILITY BASED UPON ACTUAL AGENCY
OF COLIN G. BROWN, M.D.**

105. The Plaintiff adopts and realleges paragraphs 1 through 41, and 91 through 94 and further alleges:

106. Defendant Colin G. Brown, M.D. was the actual agent, servant, or employee of Defendant Sheridan Healthcorp, Inc. because he was acting within the course and scope of his actual agency at the time of the incident.

107. Defendant Brown, an anesthesiologist, acted on behalf of Defendant Sheridan Healthcorp, Inc. at the time of the incident.

108. Defendant Sheridan Healthcorp, Inc. controlled Defendant Brown's actions with respect to providing medical care.

109. Alternatively, Defendant Sheridan Healthcorp, Inc. had the right to control Defendant Brown's actions with respect to the provision of medical care.

110. Sheridan Healthcorp, Inc. was responsible for the negligence of Defendant Brown because his negligence occurred while Defendant Brown was performing services that he was employed to perform or while he was acting at least in part because of his desire to provide such services to Defendant Sheridan Healthcorp, Inc., and was doing something that was reasonably incidental to his duties for Sheridan Healthcorp, Inc.

111. Defendant Brown and Defendant Sheridan Healthcorp, Inc. accepted and acknowledged the agency relationship between them.

112. Defendant Brown was performing an essential function for Defendant Sheridan Healthcorp, Inc., which undertook to provide obstetrical services to patients such as Mrs. Castillo-Lopez.

113. Defendant Sheridan Healthcorp, Inc. exercised control over the working hours, payment, quality of medical care, and/or scheduling of the provision of such services by Defendant Brown.

114. Thus, Defendant Sheridan Healthcorp, Inc. is liable for the negligent services of Defendant, Dr. Brown, as set forth in Count VIII.

COUNT XI

CLAIM AGAINST DEFENDANT SHERIDAN HEALTHCORP, INC.

**VICARIOUS LIABILITY BASED ON APPARENT AGENCY FOR MEDICAL
MALPRACTICE OF COLIN G. BROWN, M.D.**

115. The Plaintiff adopts and realleges paragraphs 1 through 41, 91 through 94 and further alleges:

116. Defendant Colin G. Brown, M.D. was the apparent agent of Defendant, Sheridan Healthcorp, Inc. which is responsible for him even if Defendant, Sheridan Healthcorp, Inc. had no actual control or right of control over him.

117. Defendant, Sheridan Healthcorp, Inc. is responsible for the negligence of Colin G. Brown, M.D. as its apparent agent or employee because Colin G. Brown, M.D. was acting within the scope of his apparent authority at the time and place of the incident complained of.

118. Defendant, Sheridan Healthcorp, Inc., by its words or conduct, made affirmative representations and created the appearance that Defendant Colin G. Brown, M.D. was the agent of Defendant, Sheridan Healthcorp, Inc. and had authority to act for Defendant, Sheridan Healthcorp, Inc.

119. Onystei Castillo-Lopez justifiably relied upon those affirmative representations in dealing with Defendant Sheridan Healthcorp, Inc., that Colin G. Brown, M.D. was an agent of Defendant Sheridan Healthcorp, Inc., and that Defendant Sheridan Healthcorp, Inc. would be responsible for the negligence which occurred while Colin G. Brown, M.D. was acting within the scope of his apparent authority to provide healthcare on behalf of Defendant, Sheridan Healthcorp, Inc.

120. Onystei Castillo-Lopez changed her position in relation to her health care in reliance on the representations by Defendant Sheridan Healthcorp, Inc.

121. Therefore, Sheridan Healthcorp, Inc. is vicariously liable for the negligence of Colin G. Brown, M.D., as alleged in Count VIII.

COUNT XII

CLAIM AGAINST DEFENDANT TANVIR SALAM, M.D.

MEDICAL MALPRACTICE

122. The Plaintiff adopts and realleges paragraphs 1 through 41 and further alleges:

123. Defendant Tanvir Salam, M.D., was a health care provider who had and undertook the duty to provide Onystei Castillo-Lopez with medical care and treatment in accordance with the accepted standard of care for similar health care providers under the same or similar circumstances.

124. Notwithstanding the duties undertaken, Defendant Tanvir Salam, M.D. breached these duties in each of the following ways:

- a. Failing to thoroughly evaluate this patient on admission to the ICU given her history of postpartum hemorrhage and ongoing bleeding;

- b. Failing to appropriately order the massive transfusion elements to be available and to transfuse platelets and additional blood products then and as needed;
- c. Failing to order appropriate laboratory studies to determine ongoing bleeding;
- d. Failing to insert the large bore peripheral and central venous lines, or in his absence, to make immediate arrangements for this to be accomplished.

125. As a direct and proximate result of the negligence of Defendant Tanvir Salam, M.D., Onystei Castillo-Lopez wrongfully died and the Plaintiffs have sustained the damages, injuries, and losses as more particularly set forth below.

COUNT XIII

CLAIM AGAINST DEFENDANT NUVIEW HEALTH, LLC

**VICARIOUS LIABILITY BASED UPON ACTUAL AGENCY
OF TANVIR SALAM, M.D.**

126. The Plaintiff adopts and realleges paragraphs 1 through 41, and 122 through 125 and further alleges:

127. Defendant Tanvir Salam, M.D. was the actual agent, servant, or employee of Defendant NuView Health, LLC because he was acting within the course and scope of his actual agency at the time of the incident.

128. Defendant Salam, an intensivist, acted on behalf of Defendant NuView Health, LLC at the time of the incident.

129. Defendant NuView Health, LLC controlled Defendant Salam's actions with respect to providing medical care.

130. Alternatively, Defendant NuView Health, LLC had the right to control Defendant Salam's actions with respect to the provision of medical care.

131. NuView Health, LLC was responsible for the negligence of Defendant Salam because his negligence occurred while Defendant Salam was performing services that he was employed to perform or while he was acting at least in part because of his desire to provide such services to Defendant NuView Health, LLC, and was doing something that was reasonably incidental to his duties for NuView Health, LLC.

132. Defendant Salam and Defendant NuView Health, LLC accepted and acknowledged the agency relationship between them.

133. Defendant Salam was performing an essential function for Defendant NuView Health, LLC, which undertook to provide obstetrical services to patients such as Mrs. Castillo-Lopez.

134. Defendant NuView Health, LLC exercised control over the working hours, payment, quality of medical care, and/or scheduling of the provision of such services by Defendant Salam.

135. Thus, Defendant NuView Health, LLC is liable for the negligent services of Defendant, Dr. Salam, as set forth in Count XII.

COUNT XIV

CLAIM AGAINST DEFENDANT NUVIEW HEALTH, LLC

**VICARIOUS LIABILITY BASED ON APPARENT AGENCY FOR MEDICAL
MALPRACTICE OF TANVIR SALAM, M.D.**

136. The Plaintiff adopts and realleges paragraphs 1 through 41, 122 through 125 and further alleges:

137. Defendant Tanvir Salam, M.D. was the apparent agent of Defendant, NuView Health, LLC which is responsible for him even if Defendant, NuView Health, LLC had no actual control or right of control over him.

138. Defendant, NuView Health, LLC is responsible for the negligence of Tanvir Salam, M.D. as its apparent agent or employee because Tanvir Salam, M.D. was acting within the scope of his apparent authority at the time and place of the incident complained of.

139. Defendant, NuView Health, LLC, by its words or conduct, made affirmative representations and created the appearance that Defendant Salam was the agent of Defendant, NuView Health, LLC and had authority to act for Defendant, NuView Health, LLC.

140. Onystei Castillo-Lopez justifiably relied upon those affirmative representations in dealing with Defendant NuView Health, LLC, that Defendant Salam was an agent of Defendant NuView Health, LLC and that Defendant NuView Health, LLC would be responsible for the negligence which occurred while Defendant Salam was acting within the scope of his apparent authority to provide healthcare on behalf of Defendant, NuView Health, LLC.

141. Onystei Castillo-Lopez changed her position in relation to her health care in reliance on the representations by Defendant NuView Health, LLC.

142. Therefore, NuView Health, LLC is vicariously liable for the negligence of Tanvir Salam, M.D., as alleged in Count XII.

CLAIMS FOR DAMAGES COMMON FOR ALL COUNTS

**CLAIM OF PERSONAL REPRESENTATIVE FOR DAMAGES ON BEHALF OF THE
ESTATE, SURVIVING SPOUSE, AND SURVIVING MINOR CHILDREN**

143. As a direct and proximate result of the negligence of the Defendants which caused the death of Onystei Castillo-Lopez, Jorge Douglas Miranda Romero, as Personal Representative of the Estate of Onystei Castillo-Lopez, on behalf of the Estate and Onystei Castillo-Lopez' survivors, Jorge Douglas Miranda Romero, Priscilla Cecilia Miranda Castillo and Jorge Jason Miranda, sets forth the below listed claims for the decedent's Estate and survivors pursuant to Florida's Wrongful Death Act.

**CLAIM OF PERSONAL REPRESENTATIVE ON BEHALF OF
THE ESTATE OF ONYSTEI CASTILLO-LOPEZ, DECEASED**

144. The Estate of Onystei Castillo-Lopez has in the past suffered and will in the future continue to suffer the following damages:

- a. Loss of earnings of Onystei Castillo-Lopez from the date of her death, less lost support and services, excluding contributions in kind, with interest;
- b. Loss of net accumulations beyond death; and
- c. Medical, funeral, and burial expenses or both which have been incurred due to the decedent's death which have become a charge against the Estate or that were paid by or on behalf of the decedent, excluding the amounts recoverable by the survivors.

WHEREFORE, Jorge Douglas Miranda Romero, as Personal Representative of the Estate of Onystei Castillo-Lopez, demands judgment against the Defendants for all recoverable damages under Florida's Wrongful Death Statute, which are in excess of the minimum jurisdictional limits of this Court, exclusive of interest and costs.

**CLAIM OF PERSONAL REPRESENTATIVE ON BEHALF OF
JORGE DOUGLAS MIRANDA ROMERO AS THE SURVIVING SPOUSE**

145. Jorge Douglas Miranda Romero, as the surviving spouse of Onystei Castillo-Lopez, has in the past suffered and will in the future continue to suffer the following damages:

- a. The loss of Onystei Castillo-Lopez' companionship;
- b. The loss of Onystei Castillo-Lopez' protection;
- c. Mental pain and suffering from the date of Onystei Castillo-Lopez' injury and death.

WHEREFORE, Jorge Douglas Miranda Romero, as Personal Representative of the Estate of Onystei Castillo-Lopez, demands judgment against the Defendants for all recoverable damages under Florida's Wrongful Death Statute, which are in excess of the minimum jurisdictional limits of this Court, exclusive of interest and costs.

**CLAIM OF PERSONAL REPRESENTATIVE ON BEHALF OF
PRISCILLA CECILIA MIRANDA CASTILLO AND JORGE JASON MIRANDA AS
SURVIVING MINOR CHILDREN**

146. Priscilla Cecilia Miranda Castillo and Jorge Jason Miranda, as the surviving minor children of Onystei Castillo-Lopez, have in the past suffered and will in the future continue to suffer the following damages:

- a. Lost parental companionship;
- b. Lost parental instruction;
- c. Lost parental guidance;
- d. The value of past and future lost support and services from the date of Onystei Castillo-Lopez' death, with interest;
- e. Mental pain and suffering from the date of Onystei Castillo-Lopez' death.

WHEREFORE, Jorge Douglas Miranda Romero, as Personal Representative of the Estate of Onystei Castillo-Lopez, demands judgment against the Defendants for all recoverable damages under Florida's Wrongful Death Statute, which are in excess of the minimum jurisdictional limits of this Court, exclusive of interest and costs.

DEMAND FOR JURY TRIAL

147. The Plaintiffs hereby demand trial by jury of all issues so triable as of right.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing Complaint was
eserved to all counsel of records this 5th day of September, 2018 and e-filed with the Clerk of
Court, Palm Beach County, Florida.

GROSSMAN ROTH YAFFA COHEN, P.A.
Attorneys for Plaintiff
925 S. Federal Highway, Suite 350
Boca Raton, Florida 33432
(561) 367-8666/(561) 367-0297 – facsimile

BY: 

Gary M. Cohen

Florida Bar No: 310433

gmc@grossmanroth.com

Eric T. Halsey

Florida Bar No.: 21665

eth@grossmanroth.com